

<input checked="" type="checkbox"/> FILED ENTERED	<input type="checkbox"/> RECEIVED SERVED ON COUNSEL/PARTIES OF RECORD
SEP 10 2015	
CLERK US DISTRICT COURT DISTRICT OF NEVADA	
BY: _____	DEPUTY _____

1 DANIEL G. BOGDEN
United States Attorney
2 Nevada State Bar No. 2137
DANIEL D. HOLLINGSWORTH
3 Assistant United States Attorney
Nevada State Bar No. 1925
4 Lloyd D. George United States Courthouse
333 Las Vegas Boulevard South, Suite 5000
5 Las Vegas, Nevada 89101
Telephone: (702) 388-6336
6 Facsimile: (702) 388-6787
Counsel for Plaintiff

10 UNITED STATES DISTRICT COURT
11 DISTRICT OF NEVADA

12 UNITED STATES OF AMERICA,)	
)	
13 Plaintiff,)	
)	
14 v.)	2:14-CR-242-JCM-(VCF)
)	
15 ADRIAN ACEVEDO-HERNANDEZ,)	
)	
16 Defendant.)	

17 SETTLEMENT AGREEMENT FOR ENTRY OF ORDER OF FORFEITURE
18 AS TO ADRIAN ACEVEDO-HERNANDEZ AND ORDER

19 The United States of America and Adrian Acevedo-Hernandez, and his counsel, Brian Pugh,
20 agree as follows.

21 1. On July 16, 2014, the Grand Jury sitting in Las Vegas, Nevada returned a Four Count
22 Indictment against Adrian Acevedo-Hernandez, Jose Luis Montufar-Canales, and J. Nemias Reye
23 Marin for violations of Title 18, United States Code, Section 922(g)(5)(A) and Title 16, United States
24 Code, Sections 703 and 707(a). Criminal Indictment, ECF No. 1.

25 2. On September 10, 2015, Adrian Acevedo-Hernandez entered into a Pretrial Diversion
26 Agreement. Pretrial Diversion Agreement, ECF No. ____.

1 3. Adrian Acevedo-Hernandez knowingly and voluntarily agrees to the abandonment, the
2 civil administrative forfeiture, the civil judicial forfeiture, or the criminal forfeiture of the following
3 property:

- 4 1. Mossberg, model 500, 20 gauge shotgun, bearing serial number T830145;
- 5 2. Glenfield, model 30A, 30-30 Winchester caliber rifle, bearing serial number 23005220;
- 6 3. Stoeger, model P350, 12 gauge shotgun, bearing serial number 900044;
- 7 4. Ithaca, model 600, 12 gauge shotgun, bearing serial number CM639633;
- 8 5. Remington, model 870, Wingmaster 12 gauge shotgun, bearing serial number S031640V;
- 9 6. Marlin, model 700, .22 caliber long rifle, bearing serial number 11238740;
- 10 7. 20 gauge shotgun ammunition;
- 11 8. 12 gauge shotgun ammunition;
- 12 9. 30-30 cartridges;
- 13 10. .22 long rifle cartridges; and
- 14 11. any and all ammunition

15 (all of which constitutes "property").

16 4. Adrian Acevedo-Hernandez knowingly and voluntarily agrees to abandon or to forfeit the
17 property to the United States.

18 5. Adrian Acevedo-Hernandez knowingly and voluntarily agrees to relinquish all right, title,
19 and interest in the property.

20 6. Adrian Acevedo-Hernandez knowingly and voluntarily agrees to waive his right to any
21 abandonment proceedings, any civil administrative forfeiture proceedings, any civil judicial forfeiture
22 proceedings, or any criminal forfeiture proceedings (all of which constitutes "proceedings") of the
23 property.

24 7. Adrian Acevedo-Hernandez knowingly and voluntarily agrees to waive service of process
25 of any and all documents filed in this action or any proceedings concerning the property.

26 ///

1 8. Adrian Acevedo-Hernandez knowingly and voluntarily agrees to waive any further notice
2 to him, his agents, or his attorneys regarding the forfeiture and disposition of the property.

3 9. Adrian Acevedo-Hernandez knowingly and voluntarily agrees not to file any claim,
4 answer, petition, or other documents in any proceedings concerning the property.

5 10. Adrian Acevedo-Hernandez knowingly and voluntarily agrees to withdraw any claims,
6 answers, counterclaims, petitions, or other documents he filed in any proceedings concerning the
7 property.

8 11. Adrian Acevedo-Hernandez knowingly and voluntarily agrees to waive the statute of
9 limitations, the CAFRA requirements, Fed. R. Crim. P. 7, 11, and 32.2, the constitutional
10 requirements, and the constitutional due process requirements of any abandonment proceedings or any
11 forfeiture proceedings concerning the property

12 12. Adrian Acevedo-Hernandez knowingly and voluntarily agrees to waive his right to a trial
13 on the forfeiture of the property.

14 13. Adrian Acevedo-Hernandez knowingly and voluntarily agrees to waive (a) all
15 constitutional, legal, and equitable defenses to, (b) any constitutional or statutory double jeopardy
16 defense or claim concerning, and (c) any claim or defense under the Eighth Amendment to the United
17 States Constitution, including, but not limited to, any claim or defense of excessive fines or cruel and
18 unusual punishments in any proceedings concerning the property.

19 14. Adrian Acevedo-Hernandez knowingly and voluntarily agrees to the entry of an Order of
20 Forfeiture of the property to the United States.

21 15. Adrian Acevedo-Hernandez understands that the forfeiture of the property shall not be
22 treated as satisfaction of any assessment, restitution, fine, cost of imprisonment or any other penalty
23 that may be imposed in addition to forfeiture.

24 16. Adrian Acevedo-Hernandez knowingly and voluntarily agrees to the conditions set forth
25 in this Settlement Agreement for Entry of Order of Forfeiture as to Adrian Acevedo-Hernandez and
26 Order ("Settlement Agreement").

1 17. Adrian Acevedo-Hernandez knowingly and voluntarily agrees to hold harmless the
2 United States, the United States Department of Justice, the United States Attorney's Office for the
3 District of Nevada, the United States Department of Homeland Security, their agencies, their agents,
4 and their employees from any claim made by him or any third party arising from the facts and
5 circumstances of this case.

6 18. Adrian Acevedo-Hernandez knowingly and voluntarily releases and forever discharges
7 the United States, the United States Department of Justice, the United States Attorney's Office for the
8 District of Nevada, the United States Department of Homeland Security, their agencies, their agents,
9 and their employees from any and all claims, rights, or causes of action of any kind that Adrian
10 Acevedo-Hernandez now has or may hereafter have on account of, or in any way growing out of, the
11 seizures and the forfeitures of the property in the abandonment, the civil administrative forfeitures, the
12 civil judicial forfeitures, and the criminal forfeitures.

13 19. Each party acknowledges and warrants that its execution of the Settlement Agreement is
14 free and is voluntary.

15 20. The Settlement Agreement contains the entire agreement between the parties.

16 21. Except as expressly stated in the Settlement Agreement, no party, officer, agent,
17 employee, representative, or attorney has made any statement or representation to any other party,
18 person, or entity regarding any fact relied upon in entering into the Settlement Agreement, and no
19 party, officer, agent, employee, representative, or attorney relies on such statement or representation in
20 executing the Settlement Agreement.

21 22. The persons signing the Settlement Agreement warrant and represent that they have full
22 authority to execute the Settlement Agreement and to bind the persons and/or entities, on whose behalf
23 they are signing, to the terms of the Settlement Agreement.

24 23. This Settlement Agreement shall be construed and interpreted according to federal
25 forfeiture law and federal common law. The jurisdiction and the venue for any dispute related to,

26 ///

and/or arising from, this Settlement Agreement is the unofficial Southern Division of the United States District Court for the District of Nevada, located in Las Vegas, Nevada.


24. Each party shall bear their or its own attorneys' fees, expenses, interest, and costs.

25. This Settlement Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared primarily by counsel for one of the parties; it being recognized that both parties have contributed substantially and materially to the preparation of this Settlement Agreement.

IT IS HEREBY CERTIFIED, pursuant to 28 U.S.C. § 2465(a)(2), that there was reasonable cause for the seizure and forfeiture of the property.

DATED: 9-10-15

FEDERAL PUBLIC DEFENDER

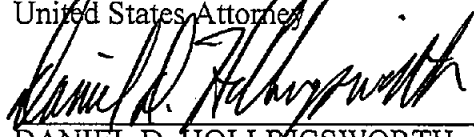

BRIAN PUGH
Counsel for ADRIAN ACEVEDO-
HERNANDEZ

DATED: 9-10-15



ADRIAN ACEVEDO-HERNANDEZ

DATED: September 10, 2015

DANIEL G. BOGDEN
United States Attorney


DANIEL D. HOLLINGSWORTH
Assistant United States Attorney

IT IS SO ORDERED:


UNITED STATES DISTRICT JUDGE
DATED: 9/10/15